

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

Trac Lease, Inc., * Civil Action No. 2:12-cv-28

Plaintiff, *

v. * IN ADMIRALTY

Each Marine Chassis and Any Related *
Equipment, Located at the *
Facilities Owned, Operated or Controlled *
by Mid-Atlantic Leasing Corporation, *

Defendants *in rem*, and *

Mid-Atlantic Leasing Corporation, *

Defendant *in personam*. *

* * * * *

**TRAC’S MEMORANDUM OPPOSING MALC’S MOTION TO DISMISS FOR LACK
OF SUBJECT MATTER JURISDICTION**

Mid-Atlantic’s (“MALC’s”) motion repeats materially the same mistaken arguments of MALC’s January 16, 2012 (Docket No. 9; MALC memorandum, Docket No. 10) “Motion to Dismiss for Lack of Admiralty Jurisdiction”(Trac January 23, 2012 opposition, Docket No. 19) and its following oral argument (January 26, 2012, Transcript, Exhibit A hereto).

At the January 26, 2012 oral argument, the exchange between this Court and MALC counsel included the following:

(At 8)

MR. LASCARA: Because, your Honor, the reason we
2 are here is that they arrested the equipment through a
3 federal marshal when the Court, we think, does not have
4 jurisdiction because there is no maritime contract.

5 THE COURT: The Court disagrees with that, by
6 the way.

7 MR. LASCARA: I'm sorry, your Honor?

8 THE COURT: The Court disagrees with that
9 argument, but you go on and make it anyway.

* * *

(At 38)

THE COURT: Thank you.

17 All right. Anything else you want to say,

18 Mr. Lascara? I have probably heard it all, so don't
19 repeat it. Is there anything you want to rebut that he
20 has said? Otherwise, the Court has heard enough.

21 MR. LASCARA: I understand, your Honor.

MALC's argument between hearing transcript pages 8 - 38 are materially the same as those of its January 16th motion, and its repeated motion here.

MALC here ignores this Court's admonition, "don't repeat it" and "the Court has heard enough."

Careful reading of MALC's latest brief – and the January 26, 2012 hearing transcript - discloses that while MALC has modified somewhat (and immaterially) its factual narratives, it has cited not a single new case to support its position that this is "a garden variety contract dispute."

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This Court has “heard enough.” In (continued) opposition, Trac repeats and incorporates its original opposition and supporting affidavit (January 23, 2012 opposition, Docket No. 19) and oral argument, and respectfully requests this Court (again) to deny the motion.

Dated: February 27, 2012.

/s/ David N. Ventker

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Trac Lease, Inc. Counsel

CERTIFICATE OF SERVICE

I hereby certify that on February 27, 2012 I caused the foregoing to be filed on the Court’s CM/ECF system for service on all record counsel.

/s/ David N. Ventker

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